

Patents

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: )  
FALAAS ) Art Unit: 1711  
Serial No.: 10/655,331 ) Examiner: Bissett, M.  
Filing Date: September 04, 2003 ) 3M Matter No.: 48748US019  
For: METALLIZED FILM AND DECORATIVE ARTICLES MADE THEREWITH

TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)

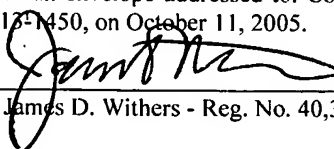
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, 3M Innovative Properties Company, a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 3M Center, Maplewood, in the county of Ramsey, and the state of Minnesota represents that (1) it is the owner of the entire right, title and interest in the present U.S. Patent Application Serial No. 10/655,331, filed on September 04, 2003 and entitled "METALLIZED FILM AND DECORATIVE ARTICLES MADE THEREWITH", by virtue of our assignment of parent U.S. Patent Application Serial No. 08/075,297 recorded at Reel 10651, Frames 393/94 on February 29, 2000, and (2) it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 08/075,297, filed on June 11, 1993 and entitled "METALLIZED FILM AND DECORATIVE ARTICLES MADE THEREWITH", now U.S. Patent No. 6,071,621, by virtue of our assignment recorded at Reel 10651, Frames 393/94 on February 29, 2000.

Petitioner, 3M Innovative Properties Company, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on October 11, 2005.

  
James D. Withers - Reg. No. 40,376

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TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)  
Serial No. 10/655,331

application (i.e., U.S. Patent Application Serial No. 10/655,331), which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,071,621 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,071,621, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,071,621, in the event that United States Patent No. 6,071,621 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Further, petitioner, 3M Innovative Properties Company, represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/571,573, filed on May 15, 2000 and entitled "METALLIZED FILM AND DECORATIVE ARTICLES MADE THEREWITH", now U.S. Patent No. 6,641,921, by virtue of our assignment recorded at Reel 10651, Frames 393/94 on February 29, 2000.

Petitioner, 3M Innovative Properties Company, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application (i.e., U.S. Patent Application Serial No. 10/655,331), which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,641,921 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,641,921, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent No. 6,641,921, in the event that United States Patent No. 6,641,921 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally

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Serial No. 10/655,331

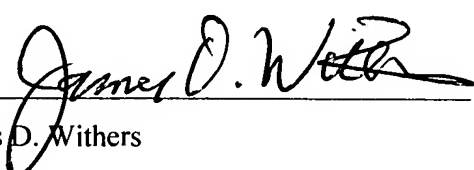
disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submission on behalf of the petitioner, the undersigned is empowered to act on behalf of petitioner, 3M Innovative Properties Company.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

10/11/05

  
James D. Withers